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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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10/689,159

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Kevin L. Kimle

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EXAMINER

TRAN, HAI

ART UNIT

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3693

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DELIVERY MODE

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/689,159

Applicant(s)

KIMLE ET AL.

Examiner

Hai Tran

Art Unit

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 28 February 2007.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-28 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-28 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. This is the communication in response to Applicant's Amendment filed on February 28, 2007.
2. The terminal disclaimer to claims 1-28, filed on February 28, 2007, overcame the nonstatutory double patenting rejection. The terminal disclaimer has been recorded.
3. Applicant's cooperation in correcting the informalities in claims 1 and 17 is appreciated.
4. Claims 1-28 are pending in this application.

Claim Objections

5. Claim 25 is objected to because of the following informalities:
6. Claim 25, line 9 says "an application/web server". It is not clear to the Examiner exactly what it means as it could mean "an application or web server" or "an application and web server". The Examiner interprets it as "an application and web server" for the purpose of examination. Appropriate correction is required.

Claim Rejections - 35 USC § 103

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8. **Claims 1, 2, 4-13, 16, 18, 20-23, and 25-28** are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker et al. (U.S. Patent No. 6,553,346) ("Walker") in view of Lindsey et al. (U.S. Patent No. 5,285,383) ("Lindsey").

9. **With respect to claim 1**, Walker teaches a method and apparatus for effectuating bilateral buyer-driven commerce substantially to the claimed invention including facilitating the contracting of goods and services using the Internet (Abstract) comprising the steps of: providing a web server connected to the Internet (col. 9, lines 17-29); providing in operative communication with the server a centralized database system for the storage and retrieval of data (col. 9, line 30-39, figure 2); storing data in the database system relating to types and amounts of potential commodities desired by one or more commodity buyers (col. 10, lines 31-47, figures 12 and 13); in response to a command input into the system, displaying a listing of desired commodities including information related to the types, amounts available of the commodities (col. 12, lines 43-10 of col. 13, figures 8 and 9); receiving input data from a potential supplier of an commodity relating to a specific type and amount of a commodity which the supplier is willing to supply to the buyer harvest or at other times (col. 13, lines 11-46); and generating a contract for the sale of the specific type and amount of the commodity by the supplier to the buyer (col. 3, lines 39-50, col. 13, lines 46-43 of col. 14, figure 11).

10. Walker does not teach storage, display or receipt of input data specifically relating to types, deliveries and amounts of desired or offered agricultural commodities. However, Lindsay teaches a commodity trading system having a centralized computer and database for agricultural commodities (cotton, etc.) (Abstract). Therefore, it would

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have been obvious to a person of ordinary skill in the art at the time the invention was made to combine the teachings of Walker, relating to conditional purchase offer management, with the teachings of Lindsay, relating to agricultural commodity trading, to offer more variety of goods and services (col. 1, lines 31-35).

11. **With respect to claim 2**, Walker's invention connects to the Internet (col. 9, lines 18-29, col. 10, lines 48-53).

12. **With respect to claims 4-9**, Walker teaches that its invention is for packages of component goods and services (col. 3, lines 11-14). Walker does not expressly teach more detailed forms of agricultural products. However, Lindsay teaches a commodity trading system for agricultural commodities (cotton, etc.) (Abstract). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to combine the teachings of Walker, relating to conditional purchase offer management, with the teachings of Lindsay, relating to agricultural commodity trading, to offer more variety of goods and services (col. 1, lines 31-35).

13. **With respect to claim 10**, Walker teaches updating the listing of commodities (col. 12, lines 30-34, col. 13, lines 63-64).

14. **With respect to claims 11 and 12**, Walker teaches a legal bidding contract at (col. 5, lines 22-23). The Examiner interprets this can be paper contract or electronic contract (customer can request a paper airline ticket be mailed to their home or take the electronic airline ticket via email).

15. **With respect to claim 13**, this claim is similar to claims 1 and 10 of updating data. Therefore, it is rejected under the same rationale in these claims.

16. **With respect to claim 16**, Walker teaches pricing of a contract based on a variable (col. 12, lines 43-10 of col. 13).

17. **With respect to claim 18**, Walker teaches accessing a centralized database installed on an Internet web server (col. 9, lines 31-65 of col. 16).

18. **With respect to claim 20**, this claim is similar to claims 4 and 13 above, hence, it is rejected under the same rationale in these claims.

19. **With respect to claims 21-23**, Walker teaches allocation of data based on a variable (col. 12, lines 15-42, figure 7, col. 15, and lines 41-12 of col. 16).

20. Walker does not specifically teach allocation based on agricultural contract variables such as allocation by elevators or by geographic region. However, Lindsay teaches a commodity trading system for agricultural commodities, cotton, one of the commonly traded commodity, is popularly grown in the Texas and Oklahoma regions (geographic region) (col. 28, lines 14-17). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to combine the teachings of Walker, relating to conditional purchase offer management, with the teachings of Lindsay, relating to agricultural commodity trading, to offer more variety of goods and services (col. 1, lines 31-35).

21. **With respect to claim 25**, this claim is similar to claims 1 and 2 including an apparatus for contracting for agricultural commodities; hence, it is rejected under the same rationale in claims 1 and 2 above.

22. **With respect to claim 26**, Walker teaches a WAN comprising (col. 7, lines 31-42, figure 1); plural seller computers in operative communication with the WAN (col. 9,

lines 18-29); plural buyer computers in operative communication with the WAN (col. 9, lines 18-29); a database storing data relating to a specific type and amount of commodity which a supplier is willing to supply (figures 2 and 6, col. 10, lines 6-10, col. 12, lines 1-14); a database storing data relating to buyers' desires for commodities (figures 2 and 5, col. 10, lines 10-13, col. 11, lines 51-67); and generation of a contract for the sale of the specific type and amount of the commodity by the supplier to the buyer (figure 2, col. 10, lines 31-47). Also, see discussion of claim 1 with respect to storage, display or receipt of input data specifically relating to types, deliveries and amounts of desired or offered agricultural commodities.

23. **With respect to claim 27**, Walker teaches a software security component to restrict access to the system (column 12, lines 27-30 and column 15, lines 3-5).

24. **With respect to claim 28**, Walker teaches varying levels of access to data by authorized users of the system (col. 9, lines 59-62).

25. **Claims 3 and 19** are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker in view of Lindsey and further in view of the Microsoft Press Computer Dictionary, Third Edition (herein referred to as "Dictionary").

26. **With respect to claims 3 and 19**, Walker teaches the invention substantially as claimed. See the discussions of Claims 1, 13 and 18 above. Walker does not expressly teach the use of Java or other applets for input of and access to information to the system. However, Dictionary teaches the Java language and Java applets as useful for secure, robust, platform neutral programming of interactive applications for

Internet Web browsers. See Java and Java applet topics, page 268 of Dictionary. It would have been obvious to one of ordinary skill in the art at the time of the invention to have used Java applets for data input and access as taught by Dictionary, in combination with Walker because this would have provided a for secure, robust, platform neutral method for users to input and access information to contract for commodities on the Internet.

27. **Claims 14, 15, and 17** are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker in view of Lindsey and further in view of Official Notice.

28. **With respect to claims 14 and 15**, Walker does not expressly teach management of delivery terms and times and quality data for delivered products. The Examiner takes an Official Notice that it is old and well known to have buyer determine delivery terms and methods included in a contract. For example, the buyer must determine such terms to assure that someone is present to take delivery (i.e. FedEx and UPS do not leave delivery items in household mail box if no one available to receive the items); including such terms in a contract provides enforceability for the delivery terms. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Walker to provide buyer determined delivery in a contract to assure that delivery is made per the buyer requirements.

29. **With respect to claim 17**, Walker does not expressly teach pricing based on delivery time or quality. The Examiner takes an Official Notice that basing pricing a contract on quality is old and well known in the art. For example, contract pricing of

electronic bandwidth is based on quality of service. It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the invention of Walker to use quality as a factor in pricing because this would have assured buyers that they would receive value for money spent.

30. **Claim 24** is rejected under 35 U.S.C. 103(a) as being unpatentable over Smith (U.S. Patent No. 5,963,952) ("Smith") in view of Hipsley.

31. **With respect to claim 24**, Smith teaches the invention substantially as claimed, including provision of a control script to store state data during the execution of a task, the state data stored identifying a subset of master state data stored in the database system (col. 5, line 31-4 of col. 7, col. 6, lines 14-23); entering the state data stored by the browser into the database system to update the subset of the master state data upon completion of the task (col. 6, lines 19-23 and col. 7, lines 1-4); and preventing the state data stored by the browser to be entered into the database system and updating the subset of the master data when the task is aborted by the user (col. 6, lines 14-19).

32. Smith does not expressly teach the application of his method to update databases. Hipsley teaches the updating of databases at page 74, item underlined and "UPDATE" topics at pages 92 and 102. It would have been obvious to one of ordinary skill in the art at the time of the invention to have updated the databases taught by Hipsley in a combination with the method of Smith because this would have brought the benefits of generally applied technique of Smith to the specific instance of Hipsley's

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database. The combination is also suggested by the fact that the Smith and Hipsley have common matter in data entry.

33. Examiner's Note: Examiner has cited particular columns and line numbers in the references as applied to the claims for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested from the applicant, in preparing the responses, to fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

Conclusion

34. Claims 1-28 are rejected.

35. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.


36. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Hai Tran whose telephone number is (571) 272-7364. The examiner can normally be reached on M-F, 9-4 PM.

37. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James A. Kramer can be reached on (571) 272-6783. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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38. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

HT

 5/14/07
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